

Chapter Two

EMPLOYER RESPONSIBILITIES

EMPLOYER ELIGIBILITY

Eligible Employers

The following types of employers may be eligible to participate in the program:

- Institutions of postsecondary education,
- Appropriately licensed nonprofit organizations, and
- Profit- seeking business entities

Business entity is defined as a profit-making employer producing goods or providing a service for sale or resale to others.

Ineligible Employers

The following types of employers may not be eligible to participate in the SWS program:

- Any church or entity which has a direct association with a controlling sectarian organization (church-sponsored day-care centers, educational institutions or, in some circumstances, hospitals).
- Any employer who does not comply with appropriate federal, state, and civil right laws,
- Any employer who will not pay comparable pay rates, and
- Any elected official who would use the student's work to enhance their political goals.

Out of State Employers

Prior approval must be granted on an individual basis by the Board's Student Financial Assistance Division before a student may be employed by an out-of-state employer.

International Employers

If an employer's parent company is a foreign company but the subsidiary company is located in the United States, that employer may be eligible as long as the student is paid in U.S. currency and is employed in the United States. Other international placements are permitted and encouraged. Contact the HECB for assistance developing these positions.

An employer may contract with the HECB as the "employer of record" even if actual placement of the student will be elsewhere. For example, a public college may, for reasons of administrative

**Institutions Contract
as the Employer of
Record**

convenience, stand as the employer for a student who works off-campus. This may also occur when the college believes the internship will be beneficial to the student and the work site intends to hire the student upon graduation.

**Position Offered by
the Employer**

In addition to determining employer eligibility, the HECB must also review each position offered for compliance with the following conditions:

- The position must be of educational benefit or of career interest for potential student employees;
- It must not result in displacement of regular workers;
- The rate of pay must be comparable to that of other employees in the organization engaged in similar work; and
- It must be non-sectarian and non-political.

It may not be assumed any or all positions offered by an eligible employer satisfy program requirements. An employer may meet general eligibility requirements, but have positions that are not eligible. Further more, some positions may be eligible while other positions are not.

**Determining if an
Employer is
Religiously Affiliated**

Forms for determining eligibility are also located in the “Employer Responsibilities” chapter and they include the following:

- Employer Contract & Business Profile
- Job Description
- Religious Affiliation Questionnaire

**Employer Handbook
& Brochure**

If there are further questions about the eligibility of a potential sectarian employer the employer may be asked to submit their Articles of Incorporation and Bylaws.

The Employer Handbook and Employer Brochure are available in print and on the HECB Web site, to promote the program to potential employers.

**EMPLOYER
CONTRACT**

All new off-campus employers interested in hiring SWS students must enter into a contract with the HECB or a public institution acting as its agent. The contract and business profile confirms eligibility to participate and willingness to comply with all program requirements. In most cases, the contract is added to the statewide Master Contract List. The contract without renewal expires June 30 of the year it is filed.

To participate in the SWS program after the initial year, an off-campus employer must complete the annual online contract renewal extending the terms and conditions of the contract for the following year.

**Online Contract &
Job Description
Renewal Process**

The online contract and job description renewal process will begin with the HECB mailing a letter to each eligible off-campus employer listed in the Master Contract List during the first week of April. The letter includes the following information:

- Instructions on How to Renew
- Website Link
- Federal Identification Number
- Personal Identification Number (PIN)

Any new employer submitting a contract for the current year between **March 1** and **June 30** will automatically be renewed for the next fiscal year. In a few cases the public institutions may directly update the contract.

The text of the contract is not to be modified in any way, unless previously approved by the HECB Student Financial Assistance Division.

JOB DESCRIPTION

Employers must submit a detailed job description with pay rates for each position offered to each institution they wish to advertise. Independent institutions must collect this information on the HECB designed job description form. Public institutions may use the HECB job description form or another of their design, as long as all data elements contained in the HECB designed form are included. This form is also available on the HECB Web site.

**EMPLOYEE
SELECTION AND
PLACEMENT**

**Disclosure of
Employee's
Responsibilities and
Applicant's Skills**

Following approval of the contract to participate and the job description form, the employer may interview prospective SWS students.

As part of the interview, the student must be informed of the work requirements of the position, and the employer must be informed of the student's ability to fill those requirements so both parties have adequate information to assess the student's ability and interest in filling the position.

**Compliance with
Civil Rights Laws**

An employer may not deny work or subject a prospective student employee to different treatment on the grounds of race, color, sex, or national origin, or any other discriminatory practices prohibited by federal or state law.

**Access to Children,
Elderly and Disabled
Individuals**

Students employed by school districts and all other agencies who are regularly scheduled and who have unsupervised access to children, the elderly, disabled, or any other vulnerable population, must comply with state regulations on background checks and fingerprinting. The school district, as well as any other employer, must determine in each specific case whether an employee has access to any vulnerable population, which is both regularly scheduled and unsupervised.

**Restrictions on
Placement**

An employer may not place a student in a position resulting in displacement of regular workers, impair existing contracts for services, be sectarian, or involve partisan or non-partisan political activity

The employer must also ensure work performed by each SWS student will bear a relationship to the student's formal academic program and/or area of career interest wherever possible.

**Full Time Equivalents
and Work Study**

For state agency employers or institutions, according to the State Administrative and Accounting Manual issued by the Office of Financial Management (OFM) work study placements (state and federal) are not counted towards an agency's budgeted full time equivalents (FTE's) in the state's financial system. They are to be charged in and remain in the specially created [Program 690](#).

**ADMINISTRATIVE
REQUIREMENTS**

Supervision

The employer must agree to perform the following administrative responsibilities:

The employer must agree to supervise, in a reasonable manner, work performed by the SWS student so the responsibilities of the position are fulfilled and the student realizes educational benefits from the position.

An employer may not hire a SWS student if that student will be supervised by, or have his or her time sheet signed by, a member of the student's immediate family. A participating SWS business cannot be owned in part or in whole by the student.

**Working in Private
Homes**

In most cases students cannot work in private homes. For example, usually a student hired by a home health care provider could not on their own deliver services in private homes. There are some businesses, like home daycares, where a placement could be considered if all the proper licensing, supervision, and payroll systems are present. The employer contract requires a supervised work experience. Employment in private homes does not generally provide workplace experiences the program was created to promote.

In addition to contract requirements for businesses to be licensed, employment located in a private home could call into question employer capacity to operate a complete payroll; and can pose safety issues related to both proper supervision of the student and other liability issues, such as a student's direct unsupervised contact with children.

**Regulation of
Reimbursable
Hours Worked**

The employer must agree to regulate the number of SWS reimbursable hours worked so the student does not exceed the hours specified by the institution or the total dollar amount of the student's award. A student may not work more than an average of 19 hours per week over the period of enrollment for which the student has received an award, or a maximum of 40 hours per week during vacation periods.

Rest and Meal Breaks

The employer must provide student employees with appropriate rest and meal breaks as required by state labor standards as described in **WAC 296-126-092**.

Payment to Student

The employer must ensure a daily record of the hours worked by each student is maintained on the appropriate form.

The employer must pay each student at least once a month for their total earned compensation less appropriate deductions. As noted in the contract, payment must be made on a per-hour-worked basis, and the hourly rate of pay must be at least equal to the entry-level salary of comparable positions within the employing organization. The student may not be compensated on a completion-of-project basis.

The only exception to this guidance is for on-campus graduate assistants. On-campus graduate assistants can be paid a salary. If paid a salary, the requirement is the student attest in writing they have worked the hours for which they are being paid.

The student must be notified whenever the rate of pay increases or decreases. The student must be paid by check or direct deposit, not cash to ensure a proper audit trail. Commissions, bonuses, or other special compensation must be paid in full by the employer and are not eligible for reimbursement.

Reimbursement

The employer must pay the student, then claim reimbursement for the state's share of student compensation. In order to claim the reimbursement, the employer must submit, by the appropriate deadline, a properly completed time sheet for the payroll period. The time sheet must indicate that the employer has paid the student in full, minus appropriate deductions.

Upon receipt of a properly completed time sheet, the public institution, or the HECB on behalf of the independent institutions, will reimburse the employer for the state share of the student's compensation.

The employer may not claim reimbursement for the following:

- Wages earned or paid but not reported to the institution by the specified deadline dates
- Hours worked beyond the specified number
- Deductions
- Commissions
- Bonuses
- Other special compensation paid to the student

Unemployment Compensation

Eligibility for unemployment compensation can only be determined by the Employment Security Department. As a general rule, however, if a student is employed at a public educational institution and regularly attending classes at that institution, the student is exempt from unemployment benefits. A SWS student working off-campus may be eligible for unemployment benefits if the student has sufficient number of hours in the "base year." An individual must have worked 680 hours in the last four quarters to be considered eligible for unemployment benefits. These hours may be from any job(s) without regard to SWS eligibility.

FICA**Federal Insurance Contribution Act (FICA).**

FICA is comprised of both Social Security (6.2%) and Medicare (1.45%). It is administered by the Federal Government and generally requires all off-campus employers to make these deductions from the student's wages. The IRS provides for a specific "student worker" exemption to paying FICA, if students are enrolled and regularly attending class and employed at the college they attend.

Industrial Insurance

Employers should be advised to cover the student under their own insurance program as they provide coverage to all other employees.

State Retirement Membership

SWS students employed in positions at the same public institution they attend may be exempt from membership in the state Department of Retirement Systems (DRS). SWS students working in positions at other public institutions or agencies must be considered for participation in the system. Participation is determined by examining the number of hours the positions represents – not the number of hours worked by the individual student. Generally, a student working in a position exceeding 70 hours per month for five of twelve months is eligible. Consult the employer's human resources personnel for distinction in definitions between "new" and "existing" positions in DRS rules.

Military Leave

Students can only be reimbursed for hours worked in the areas of training and experience outlined in the job description. The agency employing a student who is called for a military

assignment cannot seek SWS reimbursement for those hours.

Wage Garnishment

SWS wages are considered income and therefore are subject to garnishment.

Garnishment can happen in different degrees:

25%-75%: General Garnishment, meaning, 25% is susceptible to garnishment and 75% is reserved for maintenance.

50%-50%: If the student has a spouse and child, but is paying garnished wages for another child outside the household, 50% would stay with the student and current family and 50% would go to the child outside the household.

40%-60%: If the student had no current spouse and/or children but had a child living somewhere else 40% is for the student and 60% to the child.

Record Keeping

In order to participate in the program, the employer must agree to make its SWS payroll records available to HECB staff or other State of Washington personnel for audit purposes.

EMPLOYEE EVALUATION

While not a program requirement, the completion of a student performance evaluation is recommended as good practice. Evaluations are recognized by employers and employees as valuable tools of communication to improve job performance. Evaluation is a part of the learning about the workplace. Many acceptable forms of evaluation exist, and example is provided at the end of this chapter.

COMMUNICATION WITH INSTITUTION

The employer must notify the institution of any change affecting the student's employment. The institution should be notified if a student is not performing satisfactorily or if other adjustments are necessary to affect a better working relationship.

If satisfactory resolution cannot be reached between an employer and an institution, the matter should be referred to the HECB.

**PUBLIC
INSTITUTIONS AS
EMPLOYERS**

Employer Contract

Public institutions and some independent institutions may act as SWS employers. It is not necessary for the public institution to complete a separate employer contract form. The institution, as the employer, must adhere to the provisions of the Institutional Agreement to Participate, the SWS program rules and regulations, and the guidelines found in this manual.

Job Description

A complete job description must be on file for each position filled by a SWS student. Including a record of the hourly rate of pay, percentage of reimbursement, job duties to be performed, a statement of educational benefits to be derived and minimum qualifications required to fill the position.

Documentation must also be on file if the position filled is considered by the institution as non-comparable to a Washington Personnel Resources Board (WPRB) higher education classification.

**UNIQUE
RESPONSIBILITIES**

In addition to the employer responsibilities noted above, the institution, when acting as employer, must ensure the following:

- Employment of SWS students may only supplement and not supplant positions under the jurisdiction of the WPRB.
- SWS students will not fill positions currently or formerly occupied by classified employees.
- All positions established which are comparable shall be identified to a job classification under the WPRB classification plan and will be paid entry-level WPRB wages for the position.
- All other positions will receive compensation equal to the entry-level salary of comparable positions.

Employment made available to non-resident students under this program will not be increased by other on-campus employment which would result in a change of residency status for tuition and fee purposes.

- Placement of students in on-campus positions at public institutions will not result in a level of employment in any budget program in excess of a formula staffing percentage specifically mandated by the Legislature.
- Pertinent records relating to SWS student employment should be maintained.
- Program rules and regulations and program guidelines in the employment of students must be complied with.

**NON-SECTARIAN
INDEPENDENT
INSTITUTIONS AS
EMPLOYERS**

A few non-sectarian independent institutions are permitted to employ students on campus. For the most part, these institutions still retain the HECB process for reimbursing employer time sheets.

Why Evaluate Student Employees?

You may feel too busy or that it is not necessary to evaluate an employee who will not remain for more than a year. However, continuous and effective evaluations can immediately impact a student's job performance. Also, you have the opportunity as a student employer to aid in the personal and skill development of a student.

Proper evaluations can provide a student with an understanding of world of work priorities and objectives through clear expectations and feedback. Evaluations also help a student create personal objectives while he or she works to fulfill the office objectives. If you take a few minutes each day to give feedback to your student employees, you will enhance their work experience, increase job retention and improve performance.

Steps to an Effective Evaluation

Set the Stage

1. Tell student employees well in advance of the evaluation process – when it will occur, how to prepare, how long it will take and purpose of evaluation.
2. Insure that all comments, written and oral, are confidential. (Speak with your supervisor about a potentially difficult evaluation.)
3. Do not offer surprise information at the evaluation. If there have been performance problems, interventions should have taken place before the evaluation to give the student the opportunity to correct behavior.
4. Give each employee a copy of the evaluation, instructing him/her to complete it from his/her perspective and bring it to the evaluation session.

Prepare for Evaluation Session

1. Create a private setting-place sign on door to ward off visitors and turn off phone ringer.
2. Have all written comments completed before employee arrives. **Sample evaluation: Attachment A.**
3. Clean meeting place so all attention is on employee.
4. Plan comments before employee arrives – especially if you foresee a difficult session.
5. Evaluate entire evaluation period, not just certain instances, and avoid "average" ratings.

During the Evaluation

1. Introduce the goal and purpose of meeting.
2. Allow employee to speak first-let him/her go through his/her perspective of evaluation.
3. Encourage employee to address his/her positive work habits – build confidence.
4. Stay on task.
5. Go through written comments; give specific examples.
6. Ask employee to respond to your comments.
7. Ask how you can be a better supervisor-let employee know to expect this question before the session.

8. Ask employee what you can do to help him/her become a better employee or gain more skills.
9. Emphasize employee's importance and value to team.

Addressing negatives: Focus on behaviors and actions, not the person. "What do you believe caused this to fail?" "How do you think this behavior can be changed?" "How can I help you be successful?"

After the Evaluation

1. Thank the employee for his/her time.
2. Let employee know he/she will receive a copy of the evaluation within a few days.
3. If new information surfaced during session, be prepared to adjust the evaluation form.

Adapted from *A guide to employee evaluations*. Retrieved August 2, 200], University of Wisconsin, Stevens Point, Student Employment office Website: www.uwsp.edu/stuemploy/employeeevaluation.htm.

Rewarding Outstanding Employees & Working with Problem Employees

Rewarding Outstanding Employees

- Offer verbal accolades.
- Present certificates of thanks.
- Reward outstanding employees with a wage increase after each semester or year commitment.
- Have "thank you" luncheons or celebrations to thank your student employees.
- Nominate your student for *Student Employee of the Year* through the Student Employment Office.

Working with Problem Employees

While students are considered "at will" employees and no termination process is required, it is still to your benefit and the student employee's to create a healthy work environment for the student by offering him or her a verbal warning and documenting any offenses on paper. Offer the student constructive criticism-make this just as much a learning environment for the student as the classroom.

Termination Policy

In training, please discuss with your student employees that they are "at will" temporary employees and are not guaranteed employment.

Student Employee of the Year (SEOTY)

SEOTY allows employers to recognize outstanding contributions and achievements made by students who work while attending college. Please contact the Student Employment Administrator at your student's college campus for information about this process and how to nominate your student employee.

PERFORMANCE EVALUATION

SAMPLE

Name of Employee

Position Title

Employer/Supervisors Name

Period of Review (From-To)

5 - Excellent 4 - Very Good 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

1. *Quality of Work:* How accurate, neat, and complete is the individual's work? ☐
Examples or reasons for this rating:

2. *Productivity:* Does the individual produce an acceptable quantity of work? ☐
Examples or reasons for this rating:

3. *Adaptability:* How does the individual adjust to change? (*Consider ability to learn quickly.*) ☐
Examples or reasons for this rating:

4. *Dependability:* How reliable is the individual in performing work assignments and carrying out instructions? (*Consider degree of supervision required and willingness to take on responsibilities.*) ☐
Examples or reasons for this rating:

5. *Initiative and Resourcefulness:* Does the individual see things to be done and then take action? (*Consider ability to be a self-starter.*) ☐
Examples or reasons for this rating:

6. *Judgment:* Does the individual exercise ability to decide best course of action when a choice must be made? (*Consider ability to evaluate facts and make sound decisions using reasoning to identify, solve, and prevent problems.*) ☐

Examples or reasons for this rating:

7. *Relationships with People:* Does the individual work effectively with others? (*Consider respect and courtesy shown to others, how attitude affects the work area and willingness to accept supervision.*) Are apparel, manners, and sociability appropriate? ☐

Examples or reasons for this rating:

8. *Attendance and Punctuality:* How reliable is individual in reporting to work and staying on the job? (*Consider arrival times, observance of time limits for breaks and lunches, and patterns of sick leave.*) ☐

Examples or reasons for this rating:

This performance evaluation was discussed with me on the date noted below. I understand that my signature attests that I have had an opportunity to respond to this evaluation in a timely manner and have/have not chosen to provide comments.

Employee Response:

Employee's Signature

Date

Evaluator's Signature

Date



STATE OF WASHINGTON WORK STUDY PROGRAM

EMPLOYER CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20____, by and among the Higher Education Coordinating Board, an agency of the state of Washington, hereafter called the "Board," or a public postsecondary institution(s) acting as an instrument of the Board in the placement of students, hereinafter called the "Institution;" and _____, an eligible Employer, hereinafter referred to as the "Employer."

WITNESSETH:

WHEREAS, the Board has been appropriated funds from the state of Washington, pursuant to RCW 28B.12, to stimulate and promote part-time educationally-related employment of students who are in need of the income from such employment to pursue courses at institutions of postsecondary education; and

WHEREAS, the Employer is a non-profit organization or a profit-making business entity which does not have a direct association with a controlling sectarian organization; and

WHEREAS, the Board, the Institution, and the Employer desire that certain students engage in work under the State Work Study Program authorized by RCW 28B.12; and

WHEREAS, the Employer is in a position to utilize the services of such students;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree for themselves as follows:

A. Employer Responsibilities: General

To be eligible for and to receive reimbursement, the Employer agrees to:

1. Utilize the services of students referred to it by the Institution(s) who are eligible to participate in the State Work Study Program, who provide documentation of eligibility, and who are qualified and acceptable to the Employer. A detailed job description and the pay range for each position must be set forth on a "Job Description" form, or its equivalent, submitted to and approved by each participating Institution;
2. Comply with all appropriate federal, state, and local laws;
3. Employ students to perform only work which will not:
 - a. Result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
 - b. Replace positions occupied by regular employees during the current or prior year or any position currently or formerly occupied by Higher Education Personnel classified staff;
 - c. Be sectarian-related; or
 - d. Involve any partisan or non-partisan political activity;
4. Ensure that the work performed by the State Work Study student will bear relationship to the student's formal academic program and/or career interest;
5. Pay each student an hourly rate which is at least equal to the entry level rate for comparable positions within the employing organization;
6. Pay each student on a per-hour worked basis. The student may not be compensated on a completion-of-project or salaried basis;
7. Supervise in a reasonable manner the work performed by the student(s);
8. Maintain a daily record of the hours worked by each student on a form approved by the Board for that purpose;
9. Regulate the number of hours worked to ensure that no student works more than an average of the 19 hours reimbursable per week over the period of enrollment for which the student has received an award or a maximum of the 40 hours reimbursable per week during vacation periods, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly;
10. Notify the Institution of any change affecting the student's employment; and
11. Complete the attached Business Profile, and also provide the Institution or the Board, upon request, additional information substantiating its eligibility as an Employer, information on its employee classification/compensation plan, and/or a current financial statement confirming its fiscal solvency.
12. The employer agrees to:
 - a. Put in place procedures to safeguard the integrity, confidentiality, and appropriate use of the Board's electronic systems and all data obtained through the Board's electronic systems;
 - b. Use the Board's electronic systems only for official business and to take reasonable care to protect all user names, passwords, and any subsequent forms of user authentication from use by unauthorized persons;

Attachment B

- c. Not use any personally identifiable student data obtained from the Board's electronic systems to conduct research or other studies unless express written consent is obtained from the Board's executive director or his representative;
- d. Report promptly to the Board any incident or act that would threaten and/or compromise the security or integrity of the Board's electronic systems including any compromise or suspected compromise of passwords; and
- e. Take reasonable care to prevent the introduction of any code that could cause harm to the Board's electronic systems or data.

B. Employer Payroll and Reimbursement Responsibilities:

The Employer further agrees to:

1. Pay directly to employed students by check or direct deposit their total compensation less appropriate deductions at least once a month, at a rate of pay at least equal to the entry level salary (starting hourly rate or wage) of comparable positions within the employing organization;
2. Bear the costs of employee benefits, including all payments due as an employer's contribution under the State Worker's Compensation laws or Federal Employment Compensation Act (federal agencies only), federal Social Security laws, and other applicable laws;
3. Bear the full cost of any commission, bonus, or other special compensation paid the student in addition to the agreed-upon hourly rate of pay;
4. Claim reimbursement only for wages:
 - a) That do not represent hours of work in excess of maximum number of hours subject to reimbursement under this contract;
 - b) Certified under oath as paid by check or direct deposit to students certified as eligible by the Institution; and
 - c) For hours actually worked by the student.
5. Submit to the Institution's appropriate office a completed timesheet for each student employee hired through the State Work Study Program according to the schedule provided by the Institution. In the event the Institution does not establish a schedule, **THE TIMESHEET MUST BE SUBMITTED WITHIN 15 DAYS OF THE END OF THE PAYROLL PERIOD**;
6. Submit timesheets for any student(s) who earned compensation or was paid during the month of June to the Institution by the deadline established by the Institution or July 10th, whichever is earlier; and adhere to state labor standards by providing student employee with appropriate rest and meal periods;
7. Waive and forfeit all claims for reimbursement of compensation earned or paid to students but not reported or submitted to the Institution as required under Section B (5) and B (6) of this Contract; and
8. Make available upon request by Board and other state of Washington personnel, its payroll records for students paid under this Contract for audit purposes.

C. By approving and processing Job Descriptions, the Institution(s) agree(s) to:

1. Determine which students meet the eligibility requirements for employment under the State Work Study program in accordance with rules and regulations and guidelines established by the Higher Education Coordinating Board;
2. Refer to the Employer only those students eligible for the program who appear to be qualified for employment, after exercising the priorities in placing students in accordance with the rules and regulations by which the State Work Study Program is administered; and
3. Notify the Employer of any student who may become ineligible.

D. The Board agrees to reimburse the Employer for a percentage of the student's total State Work Study financial aid award. Reimbursement will be a percentage of the total payroll paid to students under this Contract as stated on the Job Description form. Reimbursement will be paid monthly upon receipt of the Employer's properly completed State Work Study timesheets, which have been sent to the Institution. Public postsecondary institutions(s) may reimburse the Employer on behalf of the Board. Private post-secondary institution(s) will forward the timesheets to the Board for reimbursement. No reimbursement will be made if such information is received after the calendar deadlines established by this Contract and the Institution(s).

E. All Parties agree:

1. This Contract and Business Profile, in conjunction with the Job Description form approved by each institution, constitutes an agreement to participate in the program and to comply with the contract provisions;
2. The total reimbursable payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by a student. The maximum number of reimbursable hours of work may not average more than 19 hours per week over the period of enrollment for which the student has received a State Work Study award or exceed a maximum of 40 hours per week during vacation periods. The Institution may specify that a student work fewer hours per week than the maximum. The number of hours any student may work during any period must be agreed upon prior to commencement of employment;
3. The following priorities must be exercised in the placement of students:
 - a) Placement of Washington state residents;
 - b) Employment in fields related to the student's academic or vocational pursuits; or
 - c) In community service placements or in placements that meet Washington's economic development goals.
4. Complaints by either the employee or Employer regarding lack of compliance with this Contract should be referred to the appropriate office at the Institution for settlement. If resolution cannot be reached, appeal may be made to the Higher Education Coordinating Board;
5. This Contract shall be subject to the availability of funds granted for this program. It shall also be subject to the provisions of RCW 28B.12, the regulations adopted thereunder, and all legislation and regulations pertaining to the State Work Study Program adopted subsequently;

Attachment B

6. This Contract may be terminated by the Board or the Employer if there is failure by the other party to comply with its provisions; and
7. This Contract will remain in effect until the end of the academic year, which is June 30 immediately following the effective date of this Contract. The Contract may be renewed by the Employer for the subsequent academic year by completing a renewal form, which will be mailed to the employer prior to the expiration date. In the case of a first year contract filed between April and June, the second year renewal is handled automatically by the Board.

The completed SWS contract substitutes for submission of IRS Form W-9.**I certify that:**

1. The number shown on this form is my correct taxpayer identification number and;
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (includes a U.S. resident alien).
4. If business is an individual sole proprietor or limited liability sole proprietor, provide the Individuals Name and Social Security Number here: _____
 _____ - _____ - _____

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (For further instructions contact IRS).

IN WITNESS HEREOF, the parties hereto have executed this contract the day and year first above written.

Employer Information (Print or Type)

Name of Employing Business Organization

Street

City, State & Zip Code

Email

(_____) _____ (_____) _____
Phone Number Fax Number

IRS Federal Employer Identification Number (EIN)
(Contract will not be approved if left blank)

Unified Business Identification Number (UBI Number)

Employer Type:

- | | |
|--------------------|----------------|
| 1. ____ Non-Profit | 3. ____ Public |
| 2. ____ For Profit | |

Address to which reimbursement should be sent if different from the above address.

IRS Tax Type:

1. ____ Individual Sole Proprietor
2. ____ Limited Liability Company-Sole Proprietor
3. ____ Partnership
4. ____ Limited Liability Company-Partnership
5. ____ Corporation
6. ____ Limited Liability Company-Corporation
7. ____ Federal Agency
8. ____ State Agency
9. ____ Local Government

Signed By:

Name of Employer Representative (Print or Type)

Signature & Date of Employer Representative

Institution Code or Name:
(For College Use Only: To be supplied by the college)

Signed By:

HECB/Public Postsecondary Institution Representative

Title

Date

The completed Employer Contract and Business Profile should be mailed by the employer to:

**Name of Participating Institution
Student Employment Office
Street Address
City, State, Zip**

OR

**State Work Study
Higher Education Coordinating Board
917 Lakeridge Way
PO Box 43430
Olympia, WA. 98504-3430**

Washington State Work Study Program Employer Profile

INSTRUCTIONS: Complete the form by printing or typing responses and return to the Higher Education Coordinating Board with the Employer Contract.

1. Name of business/organization: _____
2. IRS Federal Employer ID Number: ____ - ____
3. Owned/operated by: _____
4. Nature of business and primary goods or services provided. Describe the location where the student will work. (Attach annual report or summary publication, if you prefer.)
5. Describe composition of Board of Directors/Corporation, if applicable.
6. Number of years in operation: _____
7. Number of **regular** employees: Full time ____ Part time ____ State Work Study ____
8. Number of **volunteer** employees: Full time ____ Part time ____ State Work Study ____
9. Have you ever had a license, certificate or registration to operate a business, occupation or profession denied, suspended or revoked? If so, please explain on the back of this form.
10. Do you currently possess all licenses, certificates and registrations required by all federal, state and local laws and ordinances? If not, please explain on the back of this form.
11. Have you ever been a defendant in a consumer protection action? If so, please explain on the back of this form.
12. Have you ever been involved in a labor dispute? If so, please explain on the back of this form.
13. Does your organization participate in any political activity or have a religious affiliation? If so, please explain on the back of this form.
14. Have you experienced any cash flow problems within the past two years that would make it difficult to compensate State Work Study students on a regular basis? If so, please explain on the back of this form.

Signature

Title

Date

Name of Employer Representative (Print or Type)

(1) _____
JOB TITLE

(2) \$ _____ to \$ _____
Pay Range: Minimum and maximum pay
range to be paid for this position.

(4) **JOB DESCRIPTION:** (Be specific and provide detailed description of duties.)

(6) **MINIMUM QUALIFICATIONS:** (What skills must a student possess prior to filling this job?)

(7) _____ (8) _____ - _____
Name of employing business or organization (No abbreviated Name) IRS Federal Employer Identification Number Suffix
(Job Description will not be approved if left blank)

Address (Include City, State, and Zip Code)

(9) BY: _____ (____) _____
Signature of legally authorized representative signing time sheets Phone

Print Name of Legally Authorized Representative

(10) APPROVED: _____

Signature (11) Name College/University (12) Code

(13) Percentage Reimbursement: _____ % (14) Job Classification Code: _____

(15) Position Number: _____ (16) Special Funding Source: _____

(17) APPROVED: _____
For the HECB _____ Date _____

WASHINGTON STATE WORK STUDY PROGRAM TIME SHEET

Student Employee's Name (*Print*)

1. _____
Last First

2. _____
Student's Social Security Number

3. _____
Student's College/University

4. _____
Student's Job Title

5. First Day Hours Were Worked: ____ / ____ / ____
Month Day Year

6. Last Day Hours Were Worked: ____ / ____ / ____
Month Day Year

7. Record of Actual Hours Worked (Decimals for partial hours)

01	<input type="text"/>	16	<input type="text"/>
02	<input type="text"/>	17	<input type="text"/>
03	<input type="text"/>	18	<input type="text"/>
04	<input type="text"/>	19	<input type="text"/>
05	<input type="text"/>	20	<input type="text"/>
06	<input type="text"/>	21	<input type="text"/>
07	<input type="text"/>	22	<input type="text"/>
08	<input type="text"/>	23	<input type="text"/>
09	<input type="text"/>	24	<input type="text"/>
10	<input type="text"/>	25	<input type="text"/>
11	<input type="text"/>	26	<input type="text"/>
12	<input type="text"/>	27	<input type="text"/>
13	<input type="text"/>	28	<input type="text"/>
14	<input type="text"/>	29	<input type="text"/>
15	<input type="text"/>	30	<input type="text"/>
		31	<input type="text"/>

8. Total Hours Worked:

"I hereby certify that this time sheet is a true and correct statement of hours worked by me and that I do have work study eligibility to cover my gross earnings."

9. _____
Student's Signature

10. _____
Date Signed (on or after last day worked)

ATTENTION EMPLOYERS

Type or complete in ink all items requested. Verify the information for accuracy. An incorrect or blank item may delay reimbursement.

This time sheet **MUST** be received by the student's college/university within 15 DAYS from the end of the current pay period or REIMBURSEMENT MAY BE DENIED.

Once the institution submits the time sheet to the Higher Education Coordinating Board, you should receive your reimbursement check within 3-6 weeks if no corrections are needed. At the end of the state's fiscal year, it may be 1 or 2 weeks longer.

11. Hourly Rate of Pay . . . \$

12. Gross Compensation . . . \$

13. FICA \$

14. Other Deductions . . . \$

15. Net Earnings \$

16. _____
Name of Employing Business or Organization (*Print*)

17.
Firm's Federal I.D. Number Suffix

"This time sheet is a true and correct statement of the time worked by this student. The student has completed the assignment satisfactorily, continues to have work study eligibility, and has been paid by check the amount of net earnings as shown. I hereby certify, UNDER PENALTY OF PERJURY under the laws of the State of Washington, that the foregoing is true and correct" (must be signed and dated on or after last day student worked).

18. _____
Supervisor's Signature

Print Supervisor's Name

19. _____
Date Signed (on or after last day worked)

20. Date Received by College/University _____

21. Received and Authorized by _____

22. Institution Code _____

23. Position Number _____

24. Reimbursement Rate: 65% ____ 50% ____ Other ____

INSTRUCTIONS FOR COMPLETING THE TIME SHEET

Students: Complete the left hand column of this form. For "First Day Hours Were Worked," enter the first day (month/day/year) in this pay period on which you worked. For "Last Day Hours Were Worked," enter the last day (month/day/year) in this pay period on which you worked. On the "Record of Actual Hours Worked," enter the appropriate number of hours worked on the line corresponding to the date that work was performed. At the end of the pay period, total up the "Total Hours Worked" and enter that figure on the designated line. **READ AND SIGN THE STATEMENT** regarding your certification of the hours reported and your continued eligibility for the work study program. Be sure to date the form on or after the last day worked. Give the form to your employer (supervisor).

Employers: After reading the notice in the upper portion of the right hand column of the form, type or print in ink the information regarding hourly pay rate, deductions, etc. Calculate the student's net earnings and enter that figure. **READ THE EMPLOYER'S CERTIFICATION STATEMENT** located in the middle of the right hand column, then sign, print your name, and date the form. Retain the pink copy and forward the yellow and white copies to the student's college or university for processing. **IMPORTANT: This form must be completed accurately. Any blank or incorrect items may delay your reimbursement check. Also, the form MUST be forwarded to the student's college or university within 15 days of the end of the pay period being reported OR REIMBURSEMENT MAY BE DENIED.**

College/University: Verify the information on the time sheet, and complete the bottom right hand portion of the form. Retain the yellow copy and forward the white time sheet directly to the HECB. Use the codes below for "Institution Code," **THE TIME SHEET MUST BE COMPLETED AND FORWARDED TO THE HECB AS SOON AS POSSIBLE so that the employer's reimbursement will not be delayed.**

INDEPENDENT COLLEGE AND UNIVERSITY CODES (HECB Codes Assigned)

Bastyr.....3090	Northwest College.....3130	Seattle University.....3170
Cornish Institute.....3100	Pacific Lutheran University.....3140	University of Puget Sound.....3190
Gonzaga University.....3120	St. Martin's College.....3150	Walla Walla College.....3200
Heritage College.....3110	Seattle Pacific University.....3160	Whitman College.....3210
		Whitworth College.....3220

EXAMPLE

Washington State Work Study Time Sheet

1. Student Completes This Section

WASHINGTON STATE WORK STUDY PROGRAM TIME SHEET	
Student Employer's Name (Print)	
1. Last First	
2. Student's Social Security Number	
3. Student's College/University	
4. Student's Job Title	
5. First Day Hours Were Worked: _____	Month Day Year
6. Last Day Hours Were Worked: _____	Month Day Year
7. Record of Actual Hours Worked	
01 _____	16 _____
02 _____	17 _____
03 _____	18 _____
04 _____	19 _____
05 _____	20 _____
06 _____	21 _____
07 _____	22 _____
08 _____	23 _____
09 _____	24 _____
10 _____	25 _____
11 _____	26 _____
12 _____	27 _____
13 _____	28 _____
14 _____	29 _____
15 _____	30 _____
	31 _____
8. Total Hours Worked: _____	
"I hereby certify that this time sheet is a true and correct statement of hours worked by me and that I do have work study eligibility to cover my gross earnings."	
9. Student's Signature	
10. Date Signed (on or after 1st day worked)	
ATTENTION EMPLOYERS	
Type or complete in ink all items requested. Verify the information for accuracy. Any incorrect or blank item may delay reimbursement.	
This time sheet MUST be received by the student's college/university within 15 DAYS from the end of the current pay period or REIMBURSEMENT MAY BE DENIED.	
Once the institution submits the time sheet to the Higher Education Coordinating Board, you should receive your reimbursement check within 3-6 weeks if no corrections are needed. At the end of the state's fiscal year, it may be 1 or 2 weeks longer.	
11. Hourly Rate of Pay, . . . \$	
12. Gross Compensation, . . . \$	
13. FICA, . . . \$	
14. Other Deductions, . . . \$	
15. Net Earnings, . . . \$	
16. Name of Employing Business or Organization (Print)	
17. Firm's Federal I.D. Number _____	Suffix _____
"This time sheet is a true and correct statement of the time worked by this student. The student has completed the statement and certification, and must have work study eligibility and has been paid by check the amount of net earnings as shown. I hereby certify UNDER PENALTY OF PERJURY under the laws of the State of Washington, that the foregoing is true and correct" (must be signed and dated on or after 1st day student worked).	
18. Supervisor's Signature	
19. Print Supervisor's Name	
20. Date Received by College/University	
21. Received and Authorized by _____	
22. Institution Code _____	
23. Position Number _____	
24. Reimbursement Rate: 65% _____ 50% _____ Other _____	

2. Employer Completes This Section

In order to receive prompt reimbursement from the HECB, please ensure that the form is completed accurately and forwarded within the prescribed time period.

3. College/University Completes This Section

In order to expedite the employer's reimbursement, please process and forward the time sheet to the HECB as soon as possible.

WASHINGTON STATE WORK STUDY PROGRAM

EMPLOYER INFORMATION CHANGE REQUEST FORM

Employer Name: _____
 Employer Federal Identification Number: _____
(Business name and Federal Identification number must match current SWS contract)

Employer Information: This form CANNOT be used if the Federal Identification Number and the business name change. If the business name has changed, but the Federal Identification has not changed a new contract does not need to be completed. A new contract must be submitted to the institution.

New Employer Name: _____
 New Telephone Number: _____
 New Contact Person: _____
 New Address: _____

 Email Address: _____

Date Change(s) Takes Effect: _____

Pay Rate Information: The HECB reviews pay ranges that exceed \$25.00 per hour. This form cannot be used if the job title or job duties change. A new job description must be submitted to the institution. Explanation in the comment section for decrease in pay range is required.

Institution Name: _____
 Position Number: _____ Job Title: _____
 Old Pay Range: \$ _____ to \$ _____ Ending Date: _____
 New Pay Range: \$ _____ to \$ _____ Beginning Date: _____

Comments: _____

Employer Signature: _____ Date: _____
 Student Employment Administrator Signature: _____
 Date: _____

Please return completed form to the SWS student's institution.

Date Entered by HECB

**GUIDE FOR DETERMINATION OF
RELIGIOUS AFFILIATION**

Washington State Work Study questions which guide the determination of religious affiliation:

1. What is the nature and purpose of the employing organization?
2. Is the work performed free from sectarian interest?
3. What is the legal ownership of the organization?
4. What are the primary sources for funding of the operation?
5. What is the flow of money? (i.e., from the parent organization to the business or from the employer to the parent organization?)
6. Who are the members of the Board of Directors, and is their selection or appointment condition by religious creed or commitment?
7. Is there any sponsorship by a religious body, or is there a direct association with a controlling sectarian organization?
8. Where is the facility housed? If housed in a church, what amount of rent is paid each month?
9. Is a person's faith considered before he or she is approved to receive services?
10. Is a person's faith considered before he or she is employed?